

**MULTI-LEVEL SALE PARTICIPATING AGREEMENT**

Agreement No. .... /HDDC-PMVN dated..... entered into by and between:

**PM NUTRITION & COSMETICS VIETNAM LIMITED LIABILITY COMPANY**

Head office: Ground floor, Dreamplex 195 Building, No. 195 Dien Bien Phu, Ward 15, Binh Thanh District, Ho Chi Minh City, Vietnam

Phone No.: 1800 28 28 69

Email: [contact-vietnam@pm-international.com.vn](mailto:contact-vietnam@pm-international.com.vn)

Legal Representative: LE THI TUYET THU

Title: General Director

And

**TEAM PARTNER** with following details:

Full Name (*name must be the same as on Identity Card (ID Card)/Citizen ID Card for Vietnamese and Passport for foreigner, surname written first*):

\_\_\_\_\_

Date of birth: \_\_\_\_\_

ID Card/Citizen ID Card/Passport: \_\_\_\_\_

Date of issuance: \_\_\_\_\_ Authority of issuance: \_\_\_\_\_

Permanent residence address (or residence registration address for foreigners):

\_\_\_\_\_

Current residence address (permanent address or temporary address in case not residing at permanent address):

\_\_\_\_\_

Phone number: \_\_\_\_\_ Email: \_\_\_\_\_

Number of work permit (if foreigner): \_\_\_\_\_

Personal Identification Tax Code of Team Partner: \_\_\_\_\_

**INFORMATION OF SPOUSE** (in case spouse jointly registers to be a Team Partner)

Full Name (*name must be the same as on Identity Card (ID Card)/Citizen ID Card for Vietnamese and Passport for foreigner, surname written first*):

\_\_\_\_\_

Date of birth: \_\_\_\_\_

ID Card/Citizen ID Card/Passport: \_\_\_\_\_

Date of issuance: \_\_\_\_\_ Authority of issuance: \_\_\_\_\_

Permanent residence address (or residence registration address for foreigners):

\_\_\_\_\_

Current residence address (permanent address or temporary address in case not residing at permanent address):

\_\_\_\_\_

Phone number: \_\_\_\_\_ Email: \_\_\_\_\_

Number of work permit (if foreigner): \_\_\_\_\_

Note: Team Partner and wife/husband of Team Partner are only permitted to participate with the same Team Partner Code for all transactions related to the Team Partner's account. The wife/husband of Team Partner is responsible for performing the same rights and obligations as the Team Partner and is jointly responsible with the Team Partner in all activities.

## INFORMATION OF BANK TRANSFER OF TEAM PARTNER

Bank account number: \_\_\_\_\_

Full name of bank account holder: \_\_\_\_\_

Bank: \_\_\_\_\_ Branch: \_\_\_\_\_

## INFORMATION OF SPONSOR

Full Name (*name must be the same as on Identity Card (ID Card)/Citizen ID Card for Vietnamese and Passport for foreigner, surname written first*):

\_\_\_\_\_

Code of Sponsor: \_\_\_\_\_

Multi-level Sale Participating Agreement (“Agreement”) is entered into by and between PM Nutrition & Cosmetics Vietnam Limited Liability Company (“Company”) and multi-level sale participant (hereinafter referred to as “Team Partner”) with the below terms and conditions:

### Article 1. Definitions and references

- 1.1. Except as otherwise provided, the terms used in this Agreement shall have the same meanings as those defined in the Code of Conduct, Marketing Plan, List of Product Trading Via Multi-Level Sale Method, Basic Training Program and other official documents of Company.
- 1.2. Except as otherwise provided, Code of Conduct, Marketing Plan, List of Product Trading Via Multi-Level Sale Method, Basic Training Program and other official document of Company, after being registered / notified and accepted by competent authority, are considered “Relevant Documents” and an integral part of the Agreement and referred to this Agreement. Relevant Documents are considered to be interrelated and complementary to each other. However, in the event of difference between the Relevant Documents and Agreement, Agreement shall prevail.
- 1.3. All amendments and supplementations of Relevant Documents will take effect and is binding between Company and Team Partner after being registered / notified and accepted by competent authority and notified via means of Company’s official communications to Team Partner. In addition, the Company will send an email and send a message via the registered phone number of the Team Partner about changing information of the Related Documents. These amendments and supplementations will take effect as soon as they are approved by competent authority. Copies of all revised Relevant Documents are publicly available at head office of Company. If Team Partner disagrees with these amendments and supplementations, Team Partner may request Company to terminate the Multi-level Sale Participating Agreement by sending a written notice to Company within ten (10) working days from the date of receiving notice of Company of amendments, supplementations. Termination and liquidation of the Multi-level Sale Participating Agreement at request of Team Partner shall be governed by the terms and conditions set forth in the applicable / current documents. After a period of ten (10) working days from the date on receiving notification of Company, if Company does not receive any request to terminate the Multi-level Sale Participating Agreement from Team Partner, the amended, supplemented contents are deemed to have been approved by Team Partner.

### Article 2. Register to become Team Partner of Company

- 2.1. Requirements to become a Team Partner
  - a. Being a person full 18 years old, having full civil capacity in accordance with laws;
  - b. Team Partner may not be any of the following:

- Those who are serving imprisonment sentences or former convicts for crimes of manufacturing, trading fake goods, manufacturing, trading forbidden Products, making false advertisements, deceiving customers, appropriating property through swindling, abusing trust in order to appropriate property, illegally holding property, offences against regulations of law on business via multi-level sale method;
- Foreigners without work permits in Vietnam granted by competent authorities (except in case of exemption in accordance with laws);
- Multi-level sale participants who have been fined for violations of the following regulations but have not yet expired that is considered not yet handled for administrative violations:
  - Requesting other people to deposit or submit a certain amount of money in order to sign Multi-level Sale Participating Agreement;
  - Providing untruthful or confusing information about the benefits from participation in multi-level sale, about the feature and use of Products, about the operation of Multi-level sale enterprise;
  - Organizing conferences, seminars and training courses regarding multi-level business without a written delegation issued by multi-level sale enterprise;
  - Inducing, enticing, corrupting participants of other enterprises to join the network of enterprise which they are joining;
  - Using positions, authorization, social and career positions to encourage, require, induce, entice other people to participate in multi-level sale networks or to purchase goods traded via multi-level business;
  - Performing multi-level sale activities in provinces where multi-level sale enterprise has not been granted the confirmation for the registration of its multi-level sale operations in such localities.
  - Individual doing business via multi-level method, organizing conferences, seminars and training courses, introduction of business activities by multi-level method of other organizations and individuals without being granted a Multi-level sale registration certificate, unless otherwise prescribed by law.
  - Participating in activities of organizations and individuals doing business via multi-level method without being granted Multi-level sale registration certificate, unless otherwise prescribed by law.
- Cadres and civil servants in accordance with regulations of law on cadres and civil servants;
- Individual who is a partner in a registered partnership, owner for private enterprise or single member limited liability companies, the member for limited liability companies with two or more members, founding shareholders for joint stock company, legal representative of a multi-level marketing company whose multi-level marketing registration certificate has been revoked in accordance with regulations of the Government's Decree No. 42/2014/ND-CP dated May 14, 2014 on management of multi-level marketing activities and Decree No. 40/2018/ND-CP dated March 12, 2018 on providing regulatory framework for multi-level marketing;

- Being terminated due to a violation of Multi-level Sale Participating Agreement as a Team Partner for Company or a Team Partner of PM Group in other countries previously.
- Being an employee or participant/distributor of another multi-level sale enterprise at the time of registration.

2.2. Each person can only register 01 (one) Team Partner Code. Company does not allow Team Partners to register additional codes in any form. In the event that husband and wife are registered together in a Multi-level Sale Participating Agreement to become a Team Partner, only one Team Partner Code will be assigned to both spouses. In this case, both spouses must attend the Basic Training Program in order to receive confirmation on Basic Training Program completion and the Membership Card. Confirmation on Basic Training Program completion and Membership Card will be issued to each person separately but will have the same Team Partner Code.

### **Article 3. Goods traded via multi-level sale method**

Information on name of the goods, type, origin, packing specification, use, method of use, selling price, redemption point and commission calculation value are applied according to List of goods traded via multi-level sale method and Relevant Documents after being registered / notified with the competent authority.

### **Article 4. Information on Marketing Plan, Code of Conduct**

Information on Marketing Plan, Code of Conduct are detailed in Marketing Plan, Code of Conduct of the Company have been registered and approved by the competent authority.

### **Article 5. Rights and obligations of Team Partner**

#### 5.1. Rights of Team Partners

- a. Team Partners may carry out marketing, sales activities and develop a multi-level marketing network after being granted a Membership Card and are free to decide the date, time and location.
- b. Team Partners are entitled to receive commissions, bonuses and other economic benefits built by the Company in the Marketing Plan.
- c. Team Partners can participate in training programs and promote products, seminars, conferences organized by the Company.
- d. Team Partners have access to the Information technology system to manage multi-level sale networks by TP ID and password provided by the Company to provide all necessary information for business activities such as: Team Partner Information, Products, network, order history, commission history.
- e. Other rights are specified in this Multi-level Sale Participating Agreement and Relevant Documents.

#### 5.2. Obligations of Team Partners

- a. Team Partners only carry out marketing, sales activities and develop multi-level marketing networks after being granted Membership Card. The Distributor will be responsible for its activities and all costs associated with their activities.
- b. Presenting Membership Card before introducing, marketing, selling.

- c. Team Partners understand and comply with the Code of Conduct, Multi-level Sale Participating Agreement and Marketing Plan. All Team Partners must be responsible for business matters and perform activities with the integrity of self and career.
- d. Provide full and truthful information when introducing the Company, goods sold by the multi-level method, Marketing Plan and Code of Conduct of Company.
- e. Team Partner shall prevent all actions that may negatively affect the whole Company.
- f. All Team Partners are responsible for training and encouraging all other Team Partners at all levels by using Company support information. A Team Partner may only organize training courses on sales and direct marketing after receiving written authorization from Company.
- g. When providing Products, Team Partners shall provide information on labels, catalogs, or promotional manuals issued by Company. Team Partners shall not mention features that help with treatment or cure.
- h. All Team Partners shall understand and comply with the laws on multi-level sales.
- i. The individual registered as a Team Partner carries out all business activities with the Company as a multi-level sale participant and is not an employee or representative of the Company under any circumstances.
- j. Team Partner wishes to promote the Company's product business must use the information and description used by the Company for promotion, advertising. All forms of presentation, including but not limited to sound recordings, images, forms and publications must use articles, publications produced or authorized by the Company, choose a manufacturing contractor.
- k. The dissemination of information about the characteristics, quality, type and quantity of Company's Products for advertising, radio and printing advertising, shall comply with the trademark registration regulations of Company and get written approval from PM-International Singapore and Company.
- l. The Company will deduct the Team Partner's personal income tax to pay to the state budget before paying the commission, bonuses and other economic benefits to the Team Partner, unless otherwise stated.
- m. Team Partner only sell PM's products by distributing them personally to end customers. Distributions through retail stores, markets, trade shows, online auctions and other similar sales events are not permitted.
- n. Team Partner shall sell Products directly to Customers, Team Partners and Distributors are not allowed to compare the quality of Company's products with those of other companies. This is a violation of the law and the Code of Conduct.
- o. Other obligations are specified in this Multi-level Sale Participating Agreement and Relevant Documents.

## **Article 6. Rights and obligations of Company**

### **6.1. Rights of Company**

- a. Company reserves the right to use Team Partner's personal information provided in the Agreement (including but not limited to permanent address, contact address, telephone number, email address,

etc.) to send information by post, telephone, or text message to update business activities of Company related to Team Partner.

- b. In the course of Team Partner's doing business with Company, Company reserves right to use the Team Partner's name, images or footage with appearance of Team Partner taken or filmed in Company's events, or images or clips provided by Team Partner for the purpose of promoting these events or supporting activities of the Team Partner. This name, image or video will be used in Company's business support documents, and other official communications channels such as websites, Facebook, mobile applications, marketing materials, etc. for the purpose of business of Company.
- c. Other rights are specified in this Multi-level Sale Participating Agreement and Relevant Documents.

## 6.2. Obligations of Company

- a. Publicly announce at head office, branches, representative offices and business locations of Company documents related to multi-level sale activities and Products of Company as prescribed in Clauses 4 and 5, Article 9 of Decree No. 40/2018/ND-CP.
- b. Strictly comply with the registered Code of Conduct and Marketing Plan.
- c. Create and announce sale price of goods traded by multi-level sale method and comply with such announced prices.
- d. Issue invoice for each transaction of each Team Partner of the Company and customers buying goods directly from the Company.
- e. Monitor the Distributor's actions to ensure that the contract for multi-level sales participation, operational rules, and the Company's compensation plan are correctly implemented.
- f. Be responsible for Team Partner's activities carried out at the Company's head office, branches, representative offices, business locations or at the Company's conferences, seminars and trainings.
- g. Deduct multi-level sale participants' personal income tax to submit to the state budget before paying commissions, bonuses or other economic benefits to multi-level sale participants, except otherwise regulated by other regulations.
- h. Operating the information technology system that manages the network of multi-level sale participants in accordance with Article 44 of Decree 40/2018/ND-CP, in accordance with technical explanations when registering multi-level sale activities, ensuring Team Partners can access and retrieve basic information about their multi-level sales activities.
- i. Operate and regularly update the website in Vietnamese to provide information about the Company and the Company's multi-level sale activities in accordance with Article 45 of Decree 40/2018/ND-CP.
- j. Operate the communication system to receive and resolve Distributors' inquiries and complaints, including telephone, email and receiving address.
- k. The Company is responsible for compliance with the relevant laws and regulations on business conditions and circulation of goods traded via multi-level sale method.

- l. The Company will be responsible for compensation as required by law for any actual damage caused to consumers due to Product defects, provided that the causal relationship between the damages and Product's defects is proved and consumer provides evidence of this damage. The Company will not be responsible for any damage caused to consumers due to Team Partner's fault. In the event that the Company breaches the Multi-level Sale Participating Agreement and such violation causes physical damage to the Team Partner when the Team Partner has correctly and fully performed his obligations under Multi-level Sale Participating Agreement, the Company will be responsible for compensation for such damages.
- m. Other obligations are specified in this Multi-level Sale Participating Agreement and Relevant Documents.

#### **Article 7. Commission payment for Team Partners**

- 7.1. Marketing Plan is registered with the competent state authority and posted on the Company's website by the Company. This is the only document providing policies, terms and conditions for Team Partners to receive commissions, bonuses and other economic benefits from sales activities paid by the Company. During the operation, Team Partners commits and warrants that not based on any information or other content in writing or in oral about commissions, bonuses and other economic benefits other than the content as stated in the Marketing Plan.
- 7.2. Team Partners understand that they will not receive commissions, bonuses and other economic benefits from recruiting others to join their network but not for sales purposes.
- 7.3. Company will pay all commissions, bonuses and other economic benefits to the Team Partners by making a bank transfer based on the information provided by Team Partners.
- 7.4. Company will deduct the Team Partner's personal income tax to pay to the state budget before paying the commissions, bonuses and other economic benefits to the Team Partners in accordance with the law.

#### **Article 8. Return, buy back of products**

- 8.1. Company accepts to buy back Products (including purchased under Company's promotion program) made by Team Partners (even in the case of termination of Multi-level Sale Participating Agreement) and Customers in accordance with Company policies provided that:
  - a. The request is made within thirty (30) days of receiving Products;
  - b. Products with intact package, stamps; Products still have expiry date;
  - c. Enclosed with the purchase invoice of the Products requested to be returned.
- 8.2. Team Partner will be refunded by the Company at least 90% of the amount that Team Partner has purchased through cash or transfer if Product meets the conditions specified in Clause 1 of this Article.
- 8.3. Company have the right to deduct commissions, bonuses and other economic benefits (if any) that Team Partner received from the purchase of returned goods by themselves. Besides, Company also have the right to recover from other Team Partners commissions, bonuses and other economic benefits (if any) received relates to the returned goods.
- 8.4. The process of returning, buying back of products is specified in Code of Conduct.

#### **Article 9. Termination of Agreement**

9.1. Case of termination of Agreement:

- a. Team Partner is entitled to terminate his/her Multi-level Sale Participating Agreement by sending written notice to the Company at least 10 (ten) working days before terminating Agreement.
- b. The contract automatically terminates when Team Partners do not make consecutive purchase within the first 4 weeks from the time of issuance of the Membership Card or within 12 months from the date of purchase of the last Product.
- c. Company is entitled to terminate Multi-level Sale Participating Agreement with Team Partner if the Team Partners have violation as follows:
  - Performing marketing, sales and development of multi-level sale network when not being granted Membership Card;
  - Not presenting his/her Membership Card before introducing or marketing, selling goods;
  - Not complying with Multi-level Sale Participating Agreement and Code of Conduct of Company;
  - Insufficiently and untruthfully provide information on Company, goods to be traded by the multi-level sale method, Marketing Plan and Code of Conduct of Company.
- d. Company has the responsibility to terminate the Multi-level Sale Participating Agreement in case that Team Partner violates prohibitions for Team Partner as follows:
  - Requesting other people to deposit or submit a certain amount of money in order to sign Multi-level Sale Participating Agreement;
  - Providing misleading or confusing information about the benefits of participation in multi-level sale networks, the function and use of goods and the operations of Company;
  - Organizing conferences, seminars and training courses regarding multi-level business without a written delegation issued by Company;
  - Inducing, enticing, corrupting multi-level sale participants of other multi-level sale enterprises to join the network of Company in which they are participating;
  - Using positions, authorization, social and career positions to encourage, require, induce, entice other people to participate in multi-level sale networks or to purchase goods traded via multi-level business;
  - Performing multi-level sale activities in provinces where Company has not been granted the confirmation for the registration of its multi-level sale operations in such localities.
- e. In addition, Multi-level Sale Participating Agreement is also terminated when Company expires its term of operation but does not renew; self-terminate operation according to Company's decision; Enterprise Registration Certificate revoked; Revoked or expired Multi-level Sale Activity Registration Certificate.

- 9.2. Within 30 working days from the date of termination of Agreement, Company will agree and complete payment to Team Partner for the commission, bonus and other economic benefits that Team Partner has



received in the process of participating in the Company's multi-level sales network. The order and procedures for terminating the Contract are detailed in Article 10.2 of the Company's operational rules.

#### **Article 10. Effects of Multi-level Sale Participating Agreement termination**

- 10.1. After terminating Multi-Level Sale Participating Agreement, Team Partner shall not further represent himself/herself as a Team Partner of Company and shall cease to use any materials bearing the trademarks, service marks, trade names and any signs, labels, stationery or advertising referring to or relating to any Products, plan or program of Company. Team Partner shall have no rights to enjoy any benefits under Multi-Level Sale Participating Agreement, Code of Conduct, and/or Marketing Plan.
- 10.2. If Multi-Level Sale Participating Agreement is terminated, then immediately upon termination, the terminated Team Partner will:
  - a. Remove and permanently discontinue the use of the trademarks, service marks, trade names and any signs, labels, stationery or advertising referring to or relating to any Products, plan or program of Company;
  - b. Must cease representing himself/herself as a Team Partner of Company;
  - c. Must take all actions in accordance with the law related to protection of Company's confidential information. Company has the right to set off any amounts owed by Team Partner to Company including, without limitation, those incurred pursuant to any indemnity obligation under regulations of law, from commissions, bonuses and other economic benefits due to Team Partner.

#### **Article 11. Dispute resolution**

Any dispute, controversy or claim arising from or in connection with the Multi-level Sale Participating Agreement, the Code of Conduct and/or the Marketing Plan or the breach, termination or invalidity thereof (herein after referred to as the "Matter") shall first be sought to be resolved amicably between Team Partner concerned and Company.

If Team Partner and Company cannot resolve the Matter by negotiation, each party shall have the right to bring the dispute to the competent trial to be settled.

#### **Article 12. Miscellaneous provisions**

##### **12.1. Governing law**

This Agreement shall be governed by the laws of Socialist Republic of Vietnam.

##### **12.2. Severability**

At any time, if any provision of this Agreement and/or Code of Conduct is or becomes illegal, invalid or unenforceable in any respect under the law, this shall not affect the validity or enforcement of other provisions of this Agreement.

##### **12.3. Language**

This Agreement is made in Vietnamese language. In the event this Agreement is translated into another language and there exist any inconsistencies between the Vietnamese-language version and the foreign translation of Agreement, the Vietnamese version shall always prevail.

##### **12.4. Indemnity**

Company is not responsible for any damages arising from a violation of Team Partners against Code of Conduct and Agreement. At the same time, Company is not responsible for any damages arising from the termination of the Team Partner's Agreement if such termination is implemented in accordance with the laws, the Code of Conduct and this Agreement unless otherwise decided by an award of Court or competent state authority.

**12.5. Term of Agreement**

This Agreement will take effect from the signing date of the parties.

The term of Agreement is calculated from the effective date of the Contract until the cases where the Contract is terminated.

12.6. This Agreement is made in 2 copies with equal validity and each party keeps 1 copy.

**PM Nutrition & Cosmetics Vietnam Limited  
Liability Company**

**Team Partner**

*I have read and complied with the rules and principles set forth in this Agreement and Relevant Documents of Company*

\_\_\_\_\_  
Name:  
Position:  
Date:

\_\_\_\_\_  
Name:  
Date:

**Spouse of Team Partner**

*I have read and complied with the rules and principles set forth in this Agreement and Relevant Documents of Company*

\_\_\_\_\_  
Name:  
Date: